

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT  
FOR INFORMATION TRANSFER**

Between

**THE WALTER REED ARMY INSTITUTE OF RESEARCH (WRAIR)**  
**Silver Spring, MD 20910-7500**  
and

\_\_\_\_\_  
\_\_\_\_\_

This Agreement is entered into under the authority of the Technology Transfer Act of 1986, as amended. The parties of this Agreement are [Full Name and Mailing Address of Other Party] ("Provider")("Recipient") and the **Walter Reed Army Institute of Research** ("Provider")("Recipient"), 503 Robert Grant Avenue, Silver Spring, MD 20910-7500. The provisions of this Agreement shall apply reciprocally to the parties whether they be the provider or the recipient of the Information referred to herein.

With respect to the parties exchanging the following Information: \_\_\_\_\_, the parties agree as follows:

1. The parties agree that the Information will be used for research purposes only. The Information shall not be sold, offered for sale, or used for commercial purposes, or be furnished to any other party without advance written approval from the providing party's official signing this Agreement or from another official to whom the authority has been delegated, and any such use or furnishing of Information shall be subject to the restrictions and obligations imposed by this Agreement.
2. The purpose of this Agreement is the provision of Information; no collaboration is contemplated. However, if the parties decide to collaborate further on research using the Information, then a new full Cooperative Research and Development Agreement (CRDA) will be executed which defines the extent of collaboration of the parties.
3. Each of the parties shall retain any of its own intellectual property rights to the Information in existence prior to this Agreement, such as issued patents, filed patent applications or demonstrable trade secrets. Any invention patentable under U.S. patent law which is conceived or first actually reduced to practice solely by one of the parties under this Agreement shall be owned by the party making the invention. Any invention patentable under U.S. patent law which is conceived or first actually reduced to practice jointly by the parties under this Agreement shall be jointly owned by the parties. The Department of the Army, on behalf of the U.S. Government, agrees to grant an exclusive license to any invention to which it has ownership interest arising under this Agreement to the non-Federal party to this Agreement on terms negotiated in good faith and subject to the reservation by the U.S. Government of a nonexclusive, irrevocable, paid-up license to practice, or have practiced, the invention throughout the world by or on behalf of the U.S. Government.
4. Each party shall maintain in confidence the other party's Information. Neither party shall disclose the other party's Information to others without the specific written permission, in advance, of the other party, unless required to by law. In any event, the parties agree to promptly communicate to each other any third party request for Information.
5. When the Information is no longer being used for research purposes, in accordance with this Agreement, it will be destroyed, returned to a place designated, retained in the recipient party's repository, or handled in another manner, as directed, in writing, by the providing party.
6. The parties agree to report in a timely manner the results of any research with the Information to each other. If requested, the parties agree to provide all data supporting such research to each other.

7. The Information is provided as a service to the research community. It is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. No indemnification for any damages is intended or provided under this Agreement. Each party shall be responsible for any damages it incurs as a result of its activities under this Agreement.

8. In all oral or written publications concerning the research done or to be done by either of the parties with the provided Information, the other party's contribution is to be expressly noted, by either acknowledgement or co-authorship, as appropriate. For the purpose of restricting any disclosure of confidential Information, the parties will provide each other with proposed publications for review. The party receiving such manuscripts will return the edited proposed publications to the providing party within thirty (30) calendar days of their receipt.

9. The non-Federal party to this Agreement agrees to make no claim or inference regarding this Agreement or the Information related to it, which implies governmental endorsement or recommendation.

10. This Agreement shall be construed in accordance with the laws of the United States Government.

11. No member of or delegate to the United States Congress or resident commissioner shall be admitted to any share or part of this Agreement, nor to any benefit that may arise from this Agreement.

This Agreement is effective as of the last date of signature of all authorized officials of the parties and shall be effective for \_\_\_\_\_( ) years.

For \_\_\_\_\_:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

**FOR WALTER REED ARMY INSTITUTE OF RESEARCH:**

\_\_\_\_\_  
Daniel L. Jarboe  
Colonel, U.S..Army  
Director

DATE: \_\_\_\_\_